

## **REMARKS**

Applicants respectfully traverse and request reconsideration.

Applicants wish to thank the Examiner for the Notice that claims 9-15 and 22-34 are allowed. Claims 1-8 and 16-21 stand rejected under 35 U.S.C. § 103(a). Applicants have amended independent claims 1 and 16, which are now believed to be in condition for allowance. No new matter has been added.

Regarding the Response to Arguments in the DETAILED ACTION of the Office Action, Applicants believe the amended claims 1 and 16 now address the issues expressed in the Response to Arguments.

Amended claim 1 clarifies that an entity administering the vendor certification program grants certified vendor status upon the vendor indicated in the notification. This clarification in claim language is supported at least at paragraph 19 of the application wherein is stated “Upon receiving notification of successful completion of at least a portion of the curriculum, the entity grants certified vendor status to the vendor indicated in the notification”.

Regarding claim 1, the Office Action cites Gindlesperger at Col. 5, lines 10-25, as allegedly teaching granting certified vendor status upon the vendor indicated in the notification, wherein the certified vendor status confers preferential consideration to the vendor during acquisition decisions by an entity. However, as best as can be determined by the Applicants, the cited portion at Col. 5, lines 10-25, does not teach or suggest the amended language of claim 1, but actually describes comparing and correlating vendor selection criteria data for a bid to the vendor capability data field of each vendor data record in the buyer’s vendor pool database. Those vendors in the vendor pool database

matching the criteria are then transmitted to a vendor's invitation-for-bid. The buyer then receives a plurality of responding bid data, each being from a corresponding one of the plurality of vendors to whom a vendor invitation-for-bid was transmitted , and each representing the vendor's price . The buyer then selects the responding bid having the lowest represented vendor price. Nowhere within this cited portion is the claim language of amended claim 1 apparent. For example, the cited portion does not describe a vendor certification program having a curriculum or a vendor successfully completing the vendor certification program. This was argued in previous responses and Applicants respectfully reassert the relevant remarks of previous responses regarding claim 1. Nor does the cited portion describe the entity administering the vendor certification program granting certified vendor status. According to amended claim 1, the certified vendor status conferring preferential consideration is due to the vendor having successfully completed the vendor certification program, and is independent of any information supplied by the vendor relating the vendor's production and economic capabilities, and/or any other capabilities, as described in Gindlesperger. In fact, as best can be determined by the Applicants, no portion of Gindlesperger addresses or suggests the claim language of amended claim 1. For at least the above reasons, among other things, Applicants feel that amended claim 1 is not taught or made obvious based on Gindlesperger.

Regarding the Computer Reseller News (CRN'377) reference, the CRN reference does not mention any granting of certified vendor status by an entity administering a vendor certification program wherein the certified vendor status confers preferential consideration to the vendor during acquisition decisions by the entity. In contrast, the CRN mentions resellers as obtaining Internet-based training, not vendors who provide the

products or services for acquisition by the entity. Neither does Gindlesperger teach or suggest the certified vendor status of amended claim 1 being granted to confer preferential consideration to the vendor during acquisition decisions by the entity. Since neither CRN or Gindlesperger alone or in combination teach or suggest the claim language of claim 1, Applicants respectfully request that amended claim 1 be allowed based on at least the reasons given above, among other things.

Furthermore, Applicants respectfully reassert the relevant remarks of the previous responses regarding there being no motivation for combining the Gindlesperger and CRN references. Gindlesperger teaches away from the subject matter of the application in teaching vendor capabilities being made known to a buyer, whereas the application teaches a vendor certification program with a curriculum administered by an entity, and in return for successfully completing the vendor certification program, the vendor being granted certified vendor status by the entity, such status conferring preferential consideration to the vendor during acquisition decisions by the entity. The CRN reference also teaches away from the subject matter of the application in that the CRN reference teaches training for resellers who sell the goods and services of an entity, whereas, in contrast, the application teaches a vendor certification program for vendors whose services and products may be acquired by the entity. It is not apparent to the Applicants how a curriculum of the vendor certification program for certifying vendors who provide services and products to a buyer during an acquisition decision relates to training resellers to be able to sell the services and products of the buyer. The application and the CRN reference appear to be addressing two different problems. Also, the CRN and Gindlesperger references teach away from each other. As Gindlesperger appears to

teach making vendor capabilities known to a potential buyer for selection of vendors to bid, and CRN appears to teach training for resellers, the Gindlesperger and CRN references appear also to be addressing two different problems. In Applicants' view, there does not seem to be any motivation for combining the Gindlesperger and CRN references except due to the teachings of the Applicants' application.

Furthermore, Applicants respectfully wish to note that combining Gindlesperger and CRN is not proper because using hindsight reconstruction based on the Applicants' application to pick and choose among isolated disclosures in the art to deprecate the claimed invention is impermissible. To pick and choose from any one reference only so much of it as will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art is not permissible. (See MPEP 2143, and *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991)) The present 103(a) rejection seems to be based on a combination of teachings selected from multiple references in an attempt to arrive at the claimed invention.

For at least the above reasons, among other things, the Applicants believe that amended claim 1 is in condition for allowance and respectfully request that amended claim 1 be allowed.

Regarding claim 16, claim 16 has been amended to replace "receive" with "provide", and the amended portion now states "provide a notification that a vendor has successfully completed the vendor certification program". This change in claim language is supported at least in the paragraphs 19 and 22 of the application. Claim 16 has also been amended to replace "grant certified vendor status ..." with "store information

regarding certified vendor status based on the successful completion of the vendor certification program”. This claim language change is supported at least in the paragraphs 12 and 16 of the application. Applicants reassert the relevant remarks above with respect to claim 1 and accordingly Applicants respectfully submit that claim 16 is in condition for allowance.

Regarding claims 3 and 17, the Office Action cites Col. 4 and 5 of Gindlesperger as teaching a curriculum based on subject matter expertise possessed by the entity. Applicants respectfully request a showing as there is no mention in these cited columns of a curriculum, nor of a curriculum based on subject matter expertise. In fact, the only mention of the word “expertise” is in Col. 4, line 48, which says “does not rely on the vendors’ product expertise to establish price, but rather allows each vendor to bid ...”. For at least these reasons, among other things, Applicants respectfully request claims 3 and 17 be allowed.

Regarding claim 4, the Office Action cites Col. 5 of Gindlesperger as teaching claim 4. However, nowhere within Col. 5 is the teaching of “certified vendor status” or “providing preferential consideration to the at least one vendor having certified vendor status when resolving the acquisition decision” mentioned. For at least these reasons, among other things, Applicants respectfully request claim 4 be allowed.

As per claim 5, Gindlesperger is cited at Col. 6-7 as teaching claim 5. However, nowhere within Col. 6-7 is the claim language “certified vendor status” or “granting of variable levels of certified vendor status” mentioned. For at least these reasons, among other things, Applicants respectfully request claim 5 be allowed.

As per claims 6-8 and 19-21, the Office Action cites Gindlesperger as disclosing the claimed invention except for providing a vendor certification program comprising a curriculum via a public communication network, an Internet or World Wide Web communication network and or a private communication network. The Office Action alleges the CRN reference as teaching providing a vendor certification program via a public communication network, an Internet or World Wide Web communication network, and or a private communication network. However, as argued above, Gindlesperger and CRN either alone or in combination, do not teach or suggest the claim language of amended claim 1 or amended claim 16 on which claims 6-8 and 19-21 either directly or indirectly depend. Furthermore, as argued in the above remarks, there is no motivation for combining the Gindlesperger and CRN references. For at least these reasons, among other things, Applicants respectfully request claims 6-8 and 19-21 be allowed.

For at least the above reasons, among other things, Applicants respectfully request that the amended independent claims 1 and 16 be allowed. Claims 2-8 depend either directly or indirectly on claim 1, and claims 17-21 depend either directly or indirectly on claim 16. Applicants respectfully submit that claims 2-8 and 17-21 are also allowable due to additional novel and non-obvious subject matter provided by these claims, and respectfully request they be allowed.

Applicants respectfully submit that the claims are in condition for allowance and that a timely Notice of Allowance be issued in this case. The Examiner is invited to contact the below-listed attorney if the Examiner believes that a telephone conference will advance the prosecution of this application.

Respectfully submitted,

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By: Donald L. Andruska  
Donald L. Andruska  
Registration No. 55,798

Vedder, Price, Kaufman & Kammholz, P.C.  
222 N. LaSalle Street  
Chicago, Illinois 60601  
PHONE: (312) 609-7831  
FAX: (312) 609-5005